



PRINTED NAME OF BIDDER

TIRES, RECAPPED PARTS AND REPAIRS

Invitation to Bid No.120260 Issued: July 30, 2012

PURCHASING BUREAU CONTACT: Tymothi Howard, Purchaser, (585) 428-7219

BID OPENING: Tuesday, August 14, 2012 at 11:00 AM

Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, prior to bid opening, at which time and place all bids will be opened, read and recorded.

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appears immediately following this title page and is incorporated into the bidding document and contract by reference.

CONTRACT CHARACTERISTICS

(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT, ONE YEAR TERM WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: UPON REQUEST

Descriptive Literature/Technical Data Requirement: UPON REQUEST

BIDDERS: Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



1 **SCOPE**

- 1.1 It is the intent of these specifications to establish unit prices for the purchase of RECAPPED TIRES for all city departments.

Group A – with City providing casing

Group B – with Vendor supplying virgin casing

2. **BRAND ACCEPTABILITY**

All materials and casing used in the retreading process shall be equal to or better than that supplied by an original tire manufacturer in the production of original equipment tires.

3. **PRICE SHEETS AND CATALOGS:**

- 3.1 Contractor shall be required to furnish, without charge, catalog and price lists identical to those accepted with their bid, including any changes (additions, deletions, etc.) pursuant to the contract, to authorized users, which request them. Upon request, the contractor shall assist authorized users in the use of catalogs and price lists.

- 3.2 **Two (2) complete current price lists must be included with the bid. Bidders should submit price lists on an Excel Spreadsheet, 1997-2003 (.xls) format on CD-ROM. Bidders unable to submit price lists electronically must submit hardcopies.**

4. **DELIVERY**

- 4.1 All recaps will be returned within 5 working days from date of pickup. Notification **MUST** be given to the department contact verbally if delivery will not meet the delivery schedule.

- 4.2 Pickup receipts must contain tire manufacturer and DOT number. The pickup receipt must also be in list format with each line numbered chronologically.

5. **GUARANTEES**

- 5.1 The City reserves the right to purchase in the open market the replacement for any defective part not replaced by the vendor within 48 hours after notification to the vendor of such defect. In such instance any excess procurement cost may be deducted from monies owed to the successful bidder.

- 5.2 In the event a specified manufacture's product listed becomes unavailable, the bidder must contact the department lesion for replacement approval prior to delivery at no additional cost to the city.

6. **QUALIFICATION OF BIDDERS**

- 6.1 In addition to all items specified under paragraph 23 of the General Conditions and Instructions to Bidders, the City may consider the following in determining a bidder's responsibility:
- 6.1.1 That the bidder is an authorized agent of products proposed on proposal page and has a parts and/or service facility adequate for and actively engaged in the services specified herein.
 - 6.1.2 That the bidder employs qualified personnel to render prompt, efficient and quality service.
 - 6.1.3 Previous performance under City contracts, or contracts of sufficient and comparable size with other customers.
 - 6.1.4 Bidder must also have the capability to be able to track city supplied casings using the most up to date technology. This includes but is not limited to attaching bar codes to city supplied casings, provide reports to department contact stating what casings have been supplied and the current status of the tires, detailed reports of all casings that cannot be capped and quarterly/annual usage reports.
- 6.2 The City of Rochester may inspect the bidder's facility and require submittal of such additional information as may be requested to verify the bidder's responsibility.

6.3 **WARRANTY**

- 6.3.1 The City requires that all bidders honor the manufacturer's parts warranty.
- 6.3.2 If applicable, the City will return part with original invoice information and the vendor will issue a credit for the part to the City. The City reserves the right to purchase a new part. Bidder shall provide all warranty exceptions.
- 6.3.3 Every retread and/or repair produced by a qualified supplier participating in the program and bearing a valid number of the qualified, participating dealer is warranted to be free from defects in workmanship and material to give satisfactory service under normal operating conditions for the tread life or applicable period set forth under (coverage) below but not more than the number of years indicated on the individual contract specifications.
- 6.3.4 A retread and/or repair failing to deliver satisfactory service due to conditions related to workmanship or materials, under the terms of this warranty, shall be credited at the current contract buying price according to the following percentage table:

TREAD LIFE % OF CREDIT

100-80%
79-60%
59-40%
39-20%
19% and below

REMAINING TO CUSTOMERS

100%
75%
50%
25%
0%

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6.3.4.1 Adjustment credit will be issued for the retread and/or repair only.

6.3.5 A customer requesting an adjustment of a "cap and casing" is required to provide proof of purchase of both the cap and casing. If proof of purchase cannot be provided on the casing the adjustment will be handled as a retread adjustment only.

Exclusions: The warranty does not cover retreads and/or repairs rendered unserviceable due to the following causes:

Road Hazard (i.e., cut, snag, bruise, puncture, impact break)
Improper inflation
Wheel misalignment
Vehicle damage
Incorrect or improper mounting
Damage caused by abuse, neglect, collision, fire, curbing, vandalism, or chemical corrosion

6.4 MANUFACTURER'S CERTIFICATION

If requested, bidder must submit a certificate executed by the manufacturer, stating that he is an authorized agent, dealer or distributor of the manufacturer.

7. **CONTRACT PERIOD**

7.1 It is the intention of the City to enter into a contract for a term of approximately one (1) year, commencing upon the date of contract award and ending on July 31, 2013.

7.2 The City may extend the contract under the same terms and conditions for three (3) additional one (1) year periods or less from date of expiration, provided such extension is mutually agreeable to the City and the contractor.

8. **PRICE**

8.1 Price for parts shall be determined by applying the bidder's stated discount to the manufacturer's price list specified herein and subsequent revisions thereof by the manufacturer. CONTRACTOR SHALL NOTIFY THE CITY OF ROCHESTER PURCHASING OFFICE IN WRITING TWO WEEKS PRIOR TO REVISION OF PRICE LISTED AND SHALL SUBMIT TWO COPIES OF REVISED PRICES. THESE PRICE LISTS MUST BE FURNISHED.

8.2 Price shall include up to two (2) minor spot repairs (cosmetic on outside of tire), all nail holes up to 3/8", and one (1) major repair (section replacement), and include pickup and delivery.

8.3 Bidder shall quote single percentage discount only. Bids containing multiple discounts are subject to rejection.

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- 8.4 If bid is based upon a price list other than that specified herein, the bid must be accompanied with a copy of such list, cross referenced to the part numbers of the manufacturer's price lists specified herein.
- 8.5 The City is exempt from State Sales and Federal Excise taxes. This should be considered when quoting discount.
- 8.6 All orders shall be priced F.O.B. Destination, including unloading at storeroom door of agency. Exceptions to this provision must be included on the Proposal herein.
- 8.7 For emergency orders, agency may request shipment by other than normal method. The difference in transportation charges will be borne by the ordering agency. Such charges should be shown separately on the voucher.

9. **INVOICES AND PAYMENT**

- 9.1 Payment will be based on any invoice used in the contractor's normal course of business. However, payment will not be made unless the invoice is clearly legible, and contains at a minimum all of the following information:
 - 9.1.1 Accurate item description
 - 9.1.2 Catalog number of the item
 - 9.1.3 Quantity
 - 9.1.4 Unit price per item
 - 9.1.5 Net total cost to the City, after discount
 - 9.1.6 City contract number
 - 9.1.7 Date of delivery
 - 9.1.8 Location of delivery
- 9.2 The responsibility to submit a properly completed invoice rests entirely with the contractor. Failure to submit a properly completed invoice will result in rejection of a claim for payment.

10. **METHOD OF AWARD**

- 10.1 The City expects to make an award to a responsive and responsible bidder(s) based on lowest GRAND TOTAL BID PRICE for specified items, and highest percentage discount for unspecified items.
- 10.2 However, the City reserves the right to award by individual group, if the City determines that to be more advantageous.

11. **QUANTITIES**

- 11.1 All quantities are estimates only. Contract shall be for the actual quantities ordered during the contract period.
- 11.2 The City reserves the right, on any unanticipated requirements of substantial quantities, to advertise them in the best interests of the City, at the discretion of the Purchasing Agent.

12. **CASINGS**

- 12.1 Casings to be retreaded shall be furnished by the city. All retreaded tires will be returned only on casings provided by the city.
- 12.2 Rejected casings must be returned with a written report indicating reasons for rejection. Rejected casings remain the property of the city, which is responsible for their disposal.
- 12.3 Casing(s) surrendered by the city shall be the same size(s) as retread tire(s) ordered and shall be accepted by dealer for full credit allowance, provided casing surrendered has no nail hole repair areas greater than 3/8" in diameter and not more than one spot repair are is required. Casing(s) surrendered by the city shall have complete descriptive report listing reason(s) for rejection and designated casing charge back fee is applicable.
- 12.4 Casings surrendered by the city to the contractor for retreading and return shall remain the property of the city but will be subject to the same inspection procedures as outlines above. If the city-owned casing exceeds the repair requirements listed, the casing shall be returned with complete descriptive report listing reason(s) for rejection. Disposal of defective casing(s) will be the city's responsibility.
- 12.5 FINAL INSPECTION:
 - 12.5.1 Contractor shall be responsible for final inspection of the retread tire/casing using practices consistent with industry standards for quality assurance.
 - 12.5.2 Tire shall be properly identified with an accompanying computer generated report identifying a legible D.O.T. number, date of manufacturer, any major repair to casing history and contractor identification agent.

13. **CAPS**

- 13.1 All caps used in the retreading process shall be applied to city provided casing in one continuous piece.
- 13.2 Caps used in the retreading process may not be substituted with another manufactures product without verbal permission from the department contact.

14. **ALTERNATE PROPOSALS**

If satisfactory bids are not received, the Purchasing Agent reserves the right to consider alternate proposals containing deviations from City specifications. Bidders shall explain in detail where such alternates deviate from or qualify the terms of the proposal and specifications as issued.

15. **NON-COLLUSIVE BIDDING CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 15.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- 15.2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed prior to the opening, directly or indirectly, to any other bidder or to any competitor;
- 15.3 No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

16. **POLITICAL SUBDIVISIONS**

Bidders should note that other political subdivisions, with which the City has entered into municipal cooperation agreements, may participate in the contract resulting from this bid award. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to notify the other political subdivisions that this contract is available to them for purchases.

17. **REJECTION OF BIDS**

- 17.1 The City of Rochester reserves the right to reject any and all bids or proposals if the best interest of the City of Rochester will be served by such action.
- 17.2 The Purchasing Agent reserves the right to reject any bid that is unrealistic or where a disproportionate unit cost is proposed.
- 17.3 The Purchasing Agent reserves the right to reject any bidder who proposes an unacceptable product or cannot prove to the satisfaction of the City its ability to execute the terms and conditions of this contract.

P R O P O S A L

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception unless exceptions are clearly noted in this proposal. SIGNATURE MUST BE THAT OF THE BIDDER OR OF AN EMPLOYEE OR AGENT AUTHORIZED TO SIGN ON BEHALF OF THE BIDDER.

GROUP A (specified) – CITY SUPPLIED CASINGS

- | | | <u>Unit Price</u> | <u>Est. Qty</u> | <u>Total Price</u> |
|----|---|-------------------|-----------------|--------------------|
| 1. | Size: 11R22.5 Drive | \$_____ | X 125 | \$_____ |
| | Style & Manufacturer: _____
Better than or equal to Bandag BDM and/or Michelin XDUS | | | |
| 2. | Size: 11R22.5 All Position | \$_____ | X 125 | \$_____ |
| | Style & Manufacturer: _____
Better than or equal to Bandag BRX and/or Michelin XZY-1 | | | |
| 3. | Size: 12R22.5 All Position | \$_____ | X 100 | \$_____ |
| | Style & Manufacturer: _____
Better than or Equal to Bandag BRM and/or Michelin XZY-1 | | | |
| 4. | Size: 315/80R22.5 Drive | \$_____ | X 150 | \$_____ |
| | Style & Manufacturer: _____
Better than or Equal to Bandag BDM and/or Michelin XDUS | | | |

 Authorized Signature

 Typed Name and Title of Authorized Signer

 Typed Name of Company

(Continued through Page 15)

P R O P O S A L – *cont.***GROUP A (specified) – CITY SUPPLIED CASINGS – *continued***

			<u>Unit Price</u>	<u>Est. Qty</u>	<u>Total Price</u>
5.	Size:	22570R19.5 Drive	\$ _____	X 30	\$ _____
	Style & Manufacturer:	_____			
		Better than or Equal to Bandag Metromax Rib			
6.	Size:	22570R19.5 All Position	\$ _____	X 30	\$ _____
	Style & Manufacturer:	_____			
		Better than or equal to Bandag Metromax Rib			
7.	Size:	22570R22.5 All Position	\$ _____	X 4	\$ _____
	Style & Manufacturer:	_____			
		Better than or equal to Bandag BRM			
8.	Size:	9R175	\$ _____	X 2	\$ _____
	Style & Manufacturer:	_____			
		Better than or equal to Bandag Highway			
9.	Size:	20.5R25	\$ _____	X 4	\$ _____
	Style & Manufacturer:	_____			

SUB-TOTAL BID PRICE, GROUP A(specified) \$ _____
(Add #1 Thru. #9)

 Authorized Signature

 Typed Name and Title of Authorized Signer

 Typed Name of Company
 (Continued through Page 15)

P R O P O S A L – *cont.***GROUP A (unspecified) – CITY SUPPLIED CASINGS**

10. Bandag BDM Price Column _____ Discount _____ %
 Mfg. _____ Price Column _____ Discount _____ %
 Approved equal
11. Bandag BRX Price Column _____ Discount _____ %
 Mfg. _____ Price Column _____ Discount _____ %
 Approved equal
12. Bandag Metromax Rib Price Column _____ Discount _____ %
 Mfg. _____ Price Column _____ Discount _____ %
 Approved equal
13. Bandag BRM Price Column _____ Discount _____ %
 Mfg. _____ Price Column _____ Discount _____ %
 Approved equal

 Authorized Signature

 Typed Name and Title of Authorized Signer

 Typed Name of Company
 (Continued through Page 15)

P R O P O S A L – *cont.***GROUP B (specified) – VIRGIN CASINGS**

			<u>Unit Price</u>	<u>Est. Qty</u>	<u>Total Price</u>
14	Size:	11R22.5 Drive	\$ _____	X 50	\$ _____
	Style & Manufacturer:	Better than or equal to Bandag BDM and/or Michelin XDUS			
15	Size:	11R22.5 All Position	\$ _____	X 50	\$ _____
	Style & Manufacturer:	Better than or equal to Bandag BRX and/or Michelin XZY-1			
16	Size:	12R22.5 All Position	\$ _____	X 50	\$ _____
	Style & Manufacturer:	Better than or Equal to Bandag BRM and/or Michelin XZY-1			
17	Size:	315/80R22.5 Drive	\$ _____	X 30	\$ _____
	Style & Manufacturer:	Better than or Equal to Bandag BDM and/or Michelin XDUS			
18	Size:	225/70R19.5 Drive	\$ _____	X 10	\$ _____
	Style & Manufacturer:	Better than or Equal to Bandag Metromax Rib			

Authorized Signature_____
Typed Name and Title of Authorized Signer_____
Typed Name of Company
(Continued through Page 15)

P R O P O S A L – *cont.***GROUP B (specified) – VIRGIN CASINGS - continued**

		<u>Unit Price</u>	<u>Est. Qty</u>	<u>Total Price</u>
19	Size: 22570R19.5 All Position	\$_____	X 10	\$_____
	Style & Manufacturer:	Better than or equal to Bandag Metromax Rib		
20	Size: 22570R22.5 All Position	\$_____	X 2	\$_____
	Style & Manufacturer:	Better than or equal to Bandag BRM		
21	Size: 9R175	\$_____	X 2	\$_____
	Style & Manufacturer:	Better than or equal to Bandag Highway		
22	Size: 20.5R25	\$_____	X 4	\$_____
	Style & Manufacturer:			
Total				\$_____

SUB- TOTAL BID PRICE, GROUP B(specified) \$_____
(Add #14 Thru. #22)

 Authorized Signature

 Typed Name and Title of Authorized Signer

 Typed Name of Company
 (Continued through Page 15)

P R O P O S A L – *cont.***GROUP B (unspecified) – VIRGIN CASINGS**

23	Bandag BDM	Price Column_____	Discount_____%
	Mfg. _____ Approved equal	Price Column_____	Discount_____%
24	Bandag BRX	Price Column_____	Discount_____%
	Mfg. _____ Approved equal	Price Column_____	Discount_____%
25	Bandag Metromax Rib	Price Column_____	Discount_____%
	Mfg. _____ Approved equal	Price Column_____	Discount_____%
26	Bandag BRM	Price Column_____	Discount_____%
	Mfg. _____ Approved equal	Price Column_____	Discount_____%

GRAND TOTAL BID PRICE:

\$

(GROUP A SUBTOTAL + GROUP B SUBTOTAL)_____
Authorized Signature_____
Typed Name and Title of Authorized Signer_____
Typed Name of Company
(Continued through Page 15)

TIRE, RECAPPED PARTS & REPAIRS

P R O P O S A L – *cont*

NAME OF BIDDER: _____

ADDRESS OF
SERVICE FACILITY: _____

TOTAL INVENTORY
OF PARTS AT YOUR LOCATION: \$ _____

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

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QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS

TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL

Is this bid in conformance with specifications? Yes_____ No_____

If answer is "No", bidder must identify and explain each exception taken, and reference made to each page and paragraph to which the exception will apply.

It shall be understood that if no exception is taken, the contractor shall supply all materials or services as specified.

Authorized Signature

Typed Name of Authorized Signature

Typed Name of Company

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PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City

State

Zip Code

Email Address of Recipient of Contract Awards and Extensions

Telephone / Fax No. /Cell No.

Federal Employer ID#

Date

ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

TIRES, RECAPPED PARTS AND REPAIRS

Contract No. _____ Contract Term: _____

Purchasing Agent

Date